



County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
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WILLIAM T FUJIOKA
Chief Executive Officer

April 22, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: LOS ANGELES COUNTY STORMWATER
QUALITY FUNDING INITIATIVE AWARD CONSULTANT CONTRACT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to award a contract to provide support services that will enable the Los Angeles County Flood Control District to consider and prepare a fee proposal and Proposition 218 mail ballot measure, to be approved and paid by property owners within the Los Angeles County Flood Control District, for funding water quality improvements and services related to stormwater and urban runoff pollution. This action will assist the County in meeting the requirements of the federal Clean Water Act and the State Porter Cologne Act.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE BOARD OF
SUPERVISORS OF LOS ANGELES COUNTY AND THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Award a contract to Moore Iacafano Goltsman, Inc., in the amount of \$4,187,000 and delegate authority to the Acting Chief Engineer of the Los Angeles County Flood Control District, or his designee, to execute the contract and to increase the maximum obligation up to an additional 15 percent of the original sum, or \$628,000, for unforeseen additional services as necessary. The maximum obligation of the contract, including the contingency amount, is \$4,815,000.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

2. Approve the attached Fiscal Year 2007-08 Appropriation Adjustment to transfer \$1,315,000 from the Provisional Financing Uses budget unit to the Chief Executive Office budget in order to fully fund this contract with Moore Iacafano Goltsman, Inc. up to the maximum obligation amount of \$4,815,000.
3. Direct the Chief Executive Office to provide the Board with recommendations for membership of the Blue Ribbon Task Force that will partner with the Los Angeles County Flood Control District to facilitate the successful outcome of a stormwater quality funding initiative.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Purpose

On September 13, 2005, the Board instructed the Chief Administrative Officer (CAO), the Director of Public Works, County Counsel, and other appropriate County departments to report to the Board with recommendations on how best to implement a stable and long-term regional funding mechanism that would finance the construction, operation, and maintenance of local and regional projects that address water quality and provide other multiple benefits, with consideration to be given to the issuance of bonds, the establishment of assessment districts, or increases in current assessments and the potential for enacting State legislation to accomplish the foregoing, as well as to the establishment of lists of projects to be completed in all parts of the County and to the costs and timing of any necessary ballot measure.

In response to this motion, the CAO provided a preliminary report on October 13, 2005 followed by a supplemental report from the Director of Public Works submitted to the Board in December 2005 titled a "Report on a Stable and Long-Term Surface Water Quality Funding Mechanism". This report indicated that a property-related fee could provide one option to address the long-term funding mechanism to finance a surface water quality program. The purpose of this Board letter is to explore the potential of this option.

Recommended Action

The recommended action is for the Acting Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or his designee to execute a contract, substantially similar to Attachment I, Consultant Services Contract with Moore Iacafano Goltsman, Inc. The recommended Scope of Work includes an evaluation and assessment, and an education and outreach program:

- Establishing a Blue Ribbon Task Force and Advisory Committees comprised of stakeholder groups and governmental agencies to provide feedback and guidance regarding property fee strategies and funding criteria for water quality improvement projects;
- Developing a website to support ongoing communication between Task Force and Committee members and the public;
- Conducting opinion research and demographic analysis to gauge property owner understanding of the issues and solutions related to stormwater and urban runoff pollution, and their willingness to have a fee imposed upon their properties to pay for capital improvements and maintenance efforts related to those solutions;
- Developing the property fee structure and project funding criteria;
- Identifying water quality improvement projects that comply with funding criteria;
- Implementing a property owner education program; and
- Developing a draft ballot measure and ballot related materials including the public hearing notice, information brochures and reminder post cards to encourage voter participation.

The above tasks include three decision points:

- January 2009: The Consultant will have conducted stakeholder presentations, governmental agency interviews and workshops, and focus group meetings. Additionally, the Consultant will have completed a survey of residential property owners and compiled results for review by the Task Force and Committees. The Consultant will also have initiated a process to identify projects and fee options.
- June 2009: The Consultant will have completed the draft engineer's report and finalized the water quality improvement project plan and fee/revenue structure. Additionally, the Consultant will have completed a survey of the commercial and residential property owners and compiled results for review by the Task Force and Committees. The Consultant will have also drafted the ballot measure.

- September 2009 – December 15, 2009: The Consultant will have completed the final focus group meetings and phone surveys, the final engineer's report and launched the public outreach effort. In compliance with the Proposition 218 requirements, hearings will be scheduled before the Board beginning in September 2009 with the final protest hearing scheduled for December 15, 2009. If more than 50 percent of all property owners file a protest, all further proceedings shall cease.

Should your Board decide to proceed with the ballot measure, the Registrar-Recorder/County Clerk would be responsible for conducting the election including mailing ballots to the voters on January 15, 2010 and closing and tabulating ballot results on March 2, 2010. The necessary vote to pass the measure is a simple majority of those casting ballots.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Fiscal Responsibility (Goal 4) by establishing a local funding source, which can be leveraged to secure grants funds, thereby augmenting Community Services (Goal 6) by enhancing the County's ability to complete water quality improvement projects.

FISCAL IMPACT/FINANCING

Funding for this contract in the amount of \$3,500,000 is included in the Chief Executive Office's (CEO) Fiscal Year 2007-08 Final Budget. The Appropriation Adjustment (Attachment II) will transfer \$1,315,000 from the Provisional Financing Uses budget unit to the CEO budget to fully fund this contract. The contingency amount will allow for an increase up to 15 percent of the contract amount for a total potential increase of \$628,000, and would increase the maximum contract obligation to \$4,815,000. The Department of Public Works, as contract administrators will review and approve the invoices, and forward to the CEO for payment processing.

In consideration of future funding needs of the LACFCD, local cities and unincorporated areas, the prospective Stormwater Quality Funding Measure is proposed as a long-term, stable resource for expanding efforts aimed at achieving and/or maintaining stormwater and urban runoff standards.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Contract

The contract will be reviewed and approved by County Counsel. The recommended contract was solicited on an open competitive basis and is in accordance with applicable Federal, State, and County requirements.

The contract contains provisions requiring the contractor to comply with terms and conditions supporting your Board's ordinances, policies, and programs, including, but not limited to, County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; and the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding minority participation by Moore Iacafano Goltsman, Inc. is on file with the Department of Public Works (Public Works). Moore Iacafano Goltsman, Inc. was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Assembly Bill 564 (Brownley)

In order for the Flood Control District to levy a fee for a stormwater quality funding initiative, legislation amending the Flood Control District Act is required. Assembly Bill 564 (Brownley) has been introduced on behalf of the County for this purpose. The Bill is currently on the Senate floor, pending a full Senate vote for passage.

ENVIRONMENTAL DOCUMENTATION

The recommended actions do not constitute a project pursuant to the California Environmental Quality Act (CEQA) Guidelines because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. This proposed action would create a government funding mechanism that does not involve any commitment to a specific project, which may result in a potentially significant physical impact on the environment.

CONTRACTING PROCESS

On September 25, 2007, your Board directed the CEO to expedite a Request for Information (RFI) to determine if there was sufficient interest from consultant firms to proceed with issuing a Request for Proposals (RFP). On October 2, 2007, an RFI was distributed to 45 consultants by Public Works. Public Works also placed a notice regarding the RFI on its Internet website. Based on a review of several responses received, it was determined that there was sufficient interest to proceed with a formal solicitation for an RFP.

On December 13, 2007, Public Works issued an RFP to 33 firms. The RFP was also advertised on Public Work's Internet website. As requested by your Board on February 3, 1998, and to further increase consultant awareness of contracting opportunities with Public Works, this contract was also listed on the "Doing Business with the Us" website.

An Evaluation Committee, comprised of representatives from the Cities of Los Angeles and Long Beach, as well as the CEO and Public Works, evaluated the three proposals submitted by the January 22, 2008, deadline. Subsequent interviews were conducted with the two highest ranked firms. On February 11, 2008, the Evaluation Committee selected Moore Iacafano Goltsman, Inc., as the best qualified firm for this project.

Moore Iacafano Goltsman, Inc., has agreed to provide these consultant services for a fee of \$4,187,000, which is summarized in the attached Consultant Services Contract. The fee has been reviewed by the CEO and Public Works and is considered reasonable for the Scope of Work and schedule.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this recommendation will not have an impact on current projects or services.

The Honorable Board of Supervisors
April 22, 2008
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CONCLUSION

Please return four adopted copies of this letter to the Department of Public Works, Watershed Management Division and one copy of the letter to the Chief Executive Office, Community and Municipal Services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a long horizontal line extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

WTJ:DDE
MP:sw

Attachments (2)

c: County Counsel
Acting Director of Public Works
Acting Registrar-Recorder/County Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2008.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body
corporate and politic, hereinafter referred
to as COUNTY,

AND

MOORE IACAFANO GOLTSMAN, INC.,
a California Corporation, hereinafter
referred to as Consultant,

COUNTY has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide a water quality funding initiative for the County of Los Angeles.

Consultant is a recognized professional with extensive experience and training in this specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

COUNTY means either COUNTY; COUNTY, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Attachment dated April 9, 2008. No work shall commence on this project until a written Notice to Proceed is issued by COUNTY.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to COUNTY of the services described in Article 2 above, including receipt and acceptance of such work by Director of the COUNTY of Los Angeles Department of Public Works (hereinafter called Director), COUNTY agrees to pay Consultant a maximum not to exceed fee of FOUR MILLION ONE HUNDRED EIGHTY SIX THOUSAND FIVE HUNDRED THIRTY SEVEN Dollars (\$4,186,537).

COUNTY shall compensate Consultant as follows:

a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment dated April 9, 2008, up to a maximum of \$4,186,537. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.

b. Supplemental Consultant Services may be required at COUNTY'S discretion, upon prior written authorization by Director, and will be based on Consultant's fee schedule on file with Director.

c. If Cost of Living Adjustments (COLA) are provided in the attachment, COUNTY shall limit COLAs to the lesser of: 1) the average salary increase or decrease granted to COUNTY employees or 2) the increase or decrease from the previous fiscal year's U.S. Department of Labor Bureau of Labor Statistics' Urban Consumer Price Index for Los Angeles-Riverside-Orange COUNTY, CA. If the COLA is based on the CPI, the adjustment shall be based on the change in the CPI from time of execution of this CONTRACT to the time at which the COLA is to be made. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in employee salaries for a fiscal year, Consultant will not receive a COLA for the CONTRACT period which coincides with that fiscal year.

d. In the event that budget reductions occur in any fiscal year covered by this AGREEMENT that may cause COUNTY to consider terminating this AGREEMENT, the parties agree to attempt to renegotiate the terms of this AGREEMENT to reduce the cost thereof in lieu of termination under the termination provisions of the CONTRACT.

e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to COUNTY'S legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for Consultant's performance hereunder or by any provision of

this AGREEMENT during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds for this AGREEMENT in COUNTY'S budget for each future fiscal year, and in the event that funds are not appropriated for this AGREEMENT, this AGREEMENT shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.

f. Consultant will not be required to perform services which will exceed the CONTRACT amount, scope of work, and CONTRACT dates without amendment to this AGREEMENT.

Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the CONTRACT amount stipulated without amendment to this AGREEMENT.

g. Consultant will notify COUNTY when CONTRACT amount has been incurred up to 75% of the CONTRACT total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services.

5. COUNTY'S Responsibility

COUNTY will make available drawings, specifications, and other records as available in COUNTY Department of Public Works' file.

6. COUNTY'S Representative

Director, or his authorized representative, shall represent COUNTY in all matters pertaining to the services to be rendered pursuant to this AGREEMENT.

7. Term and Termination

The terms of this AGREEMENT shall commence on the date stipulated in the Notice to Proceed, and unless otherwise modified, shall terminate on the date that the work is accepted by COUNTY. COUNTY may, at its sole option and discretion, cancel or terminate this AGREEMENT, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to Consultant. Consultant shall be paid the reasonable value of his services rendered. In the event of any such termination by COUNTY, Consultant shall provide to COUNTY a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by COUNTY.

8. Ownership of COUNTY Materials

a. Consultant and COUNTY agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this AGREEMENT and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, is and/or shall be the sole property of COUNTY (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to COUNTY all Consultant's right, title and interest in and to all such County Materials developed under this AGREEMENT.

Notwithstanding such COUNTY ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this CONTRACT. During and for a minimum of five years subsequent to the term of this CONTRACT, COUNTY shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

b. Consultant shall execute all documents requested by COUNTY and shall perform all other acts requested by COUNTY to assign and transfer to, and vest in COUNTY, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this CONTRACT. COUNTY shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, COUNTY shall have the right to assign, license, or otherwise transfer any and all COUNTY's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.

c. Consultant represents and warrants that the County Materials prepared herein under this AGREEMENT, is the original work of Consultant and does not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold COUNTY harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from COUNTY's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against COUNTY based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this AGREEMENT infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by COUNTY. COUNTY will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

d. Consultant shall affix the following notice to all County Materials: "© Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as COUNTY may direct.

e. COUNTY shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this AGREEMENT. COUNTY will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.

f. If directed to do so by COUNTY, Consultant will place the COUNTY name and COUNTY logo on County Materials developed under this AGREEMENT. Consultant may not however, use the COUNTY name and COUNTY logo on any other materials prepared or developed by Consultant that falls outside the scope of this AGREEMENT.

9. Indemnification

Consultant agrees to indemnify, defend, and save harmless COUNTY, their Board of Supervisors, officers, agents, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, Consultant's negligent, willful, or unlawful actions, operations, or services hereunder including any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this AGREEMENT.

10. Liability and Insurance

Two alternative Indemnification and Insurance Provisions are set forth in Exhibits 1 and 2 of this AGREEMENT.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

This AGREEMENT shall be subject to the Indemnification and Insurance Provisions set forth in the alternative identified by Consultant above. Such provision is hereby incorporated into this Article by reference.

11. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles COUNTY Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and Federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national, origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by COUNTY.

Consultant specifically recognizes and agrees that if COUNTY finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of CONTRACT upon which COUNTY may determine to cancel, terminate, or suspend the CONTRACT. While COUNTY reserves the right to determine individually that the anti-discrimination provision of the CONTRACTS have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or Federal anti-discrimination laws shall constitute a finding by COUNTY that Consultant has violated the anti-discrimination provisions of the CONTRACT.

At its option, and in lieu of canceling, terminating, or suspending the CONTRACT, COUNTY may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. COUNTY and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

12. Independent Contractor Status

This AGREEMENT is by and between COUNTY of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and Consultant.

Consultant understands and agrees that all persons furnishing services to COUNTY pursuant to this AGREEMENT are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of COUNTY.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this AGREEMENT.

13. COUNTY'S Quality Assurance Plan

COUNTY, or its agent, will evaluate Consultant's performance under this AGREEMENT on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all CONTRACT terms and performance standards. Consultant deficiencies which COUNTY determines are severe or continuing, and that may place performance of the AGREEMENT in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and Consultant. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this AGREEMENT or impose other penalties as specified in this AGREEMENT.

14. Assignment

This AGREEMENT shall not be assigned without the prior written consent of COUNTY. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

15. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this AGREEMENT or is concerning or connected with services performed pursuant to this AGREEMENT, shall be deemed to be in the courts of the State of California located in the COUNTY of Los Angeles, California.

16. Conflict of Interest

No COUNTY employee in a position to influence the award of this AGREEMENT or any competing AGREEMENT, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this AGREEMENT.

17. Prohibition From Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this AGREEMENT, either as a prime Contractor or subcontractor, or as a Consultant to any other prime Contractor or subcontractor. Any such involvement by Consultant shall result in the rejection by the COUNTY of the bid by the prime Contractor in question.

18. Lobbying

Consultant and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles COUNTY Code Section 2.160.010, retained by Consultant, shall fully comply with COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160. Failure on the part of Consultant or any COUNTY lobbyist or COUNTY lobbying firm retained by Consultant to fully comply with COUNTY Lobbyist Ordinance shall constitute a material breach of this CONTRACT, upon which COUNTY may immediately terminate or suspend this CONTRACT.

19. Gratuities

It is improper for any COUNTY officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the CONTRACT or that Consultant's failure to provide such consideration may negatively affect COUNTY'S consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration,

in any form, to a COUNTY officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the CONTRACT.

Consultant shall immediately report any attempt by a COUNTY officer, employee, or agent to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee, or to COUNTY Auditor-Controller's Employee Fraud Hotline, at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in Consultant's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

20. Employment of Laid-Off COUNTY Employees

Should Consultant, or any subconsultant performing more than \$250,000 of the CONTRACT value, require additional or replacement personnel to perform services under this CONTRACT other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list.

21. Consultant's Warranty of Adherence to COUNTY'S Child Support Compliance Program

Consultant acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through CONTRACT are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY'S Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting Consultant's duty under this CONTRACT to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or DISTRICT Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this CONTRACT. Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure to cure such default within 90 days of notice by the Los Angeles COUNTY Child Support Services Department shall be grounds upon which COUNTY Board of Supervisors may terminate this CONTRACT.

22. Consultant's Acknowledgment of COUNTY'S Commitment to Child Support Enforcement

Consultant acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is COUNTY'S policy to encourage all COUNTY consultants to voluntarily post COUNTY'S L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Consultant's place of business. The COUNTY of Los Angeles Child Support Services Department will supply Consultant with the poster to be used.

23. Termination For Improper Consideration

COUNTY may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this AGREEMENT if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing the AGREEMENT or securing favorable treatment with respect to the award, amendment, or extension of the AGREEMENT or the making of any determinations with respect to Consultant's performance pursuant to the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

24. Consideration of GAIN/GROW Program Participants for Employment

Should Consultant require additional or replacement personnel after the effective date of this AGREEMENT, Consultant shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants by job category to the Consultant.

25. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

26. Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

27. COUNTY Rights

The COUNTY may employ, either during or after performance of this CONTRACT, any right of recovery the COUNTY may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the COUNTY under this CONTRACT are in addition to any right or remedy provided by California law.

28. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which COUNTY may be found jointly or solely liable.

29. Prevailing Wage Requirements

Consultant shall comply with all applicable prevailing wage requirements. The subject project is a public work as defined in Section 1720 of the California Labor Code.

30. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against Consultant or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this AGREEMENT.

31. Consultant Responsibility and Debarment

a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the CONTRACT. It is the COUNTY'S policy to conduct business only with responsible Consultants.

b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the Consultant on this or other CONTRACTS which indicates that the Consultant is not responsible, the COUNTY may, in addition to other remedies provided in the CONTRACT, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on COUNTY CONTRACTS for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing CONTRACTS the Consultant may have with the COUNTY.

c. The COUNTY may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated a term of a CONTRACT with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed an act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a CONTRACT with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

d. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. The Consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

g. If the Consultant has been debarred for a period longer than five years, that Consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subconsultants of COUNTY Consultants.

32. Compliance with Jury Service Program

This CONTRACT is subject to provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code.

a. Unless Contractor has demonstrated to the COUNTY'S satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY CONTRACTS or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the COUNTY under the CONTRACT, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract AGREEMENT and a copy of the Jury Service Program shall be attached to the AGREEMENT.

c. If Contractor is not required to comply with the Jury Service Program when the CONTRACT commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify COUNTY if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time

during the CONTRACT and at its sole discretion, that Contractor demonstrate to the COUNTY'S satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

d. Contractor's violation of this Section of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future COUNTY CONTRACTS for a period of time consistent with the seriousness of the breach.

33. No Payment for Services Provided Following Expiration/Termination of AGREEMENT

Contractor shall have no claim against COUNTY for payment for any money or reimbursement

ent, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this AGREEMENT. Should Contractor receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this AGREEMENT shall not constitute a waiver of COUNTY'S right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this AGREEMENT.

34. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

The Contractor acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post the COUNTY'S Safely Surrendered Baby Law poster in a prominent position at the Contractor's place of business. The COUNTY'S Department of Children and Family Services will supply the Contractor with the poster to be used.

35. Assignment by Consultant

a. Consultant shall not assign its rights or delegate its duties under the AGREEMENT, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the AGREEMENT, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the AGREEMENT shall be deductible, at COUNTY'S sole discretion, against the claims which Consultant may have against COUNTY.

b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the AGREEMENT, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this AGREEMENT.

c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of the AGREEMENT which may result in the termination of the AGREEMENT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

36. Notices

Any notice required or desired to be given pursuant to this AGREEMENT shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Architectural Engineering Division
CONTRACTS & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-2587

CONSULTANT

Moore Iacafano Goltsman, Inc.
800 Hearst Avenue
Berkeley, CA 94710
(510) 845-7549 Tel

The address for notice may be changed by giving notice pursuant to this paragraph.

36. Entire AGREEMENT

This CONTRACT constitutes the entire AGREEMENT between COUNTY and Consultant and may be modified only by further written AGREEMENT between the parties hereto.

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IN WITNESS WHEREOF, COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by Director of the Department of Public Works, and Consultant has executed this AGREEMENT, the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

MOORE IACAFANO GOLTSMAN, INC.

By _____
Deputy Director
Department of Public Works

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

10/2007

ATTACHMENT A

CONSULTANT SERVICES AGREEMENT LOS ANGELES COUNTY WATER QUALITY FUNDING INITIATIVE MOORE IACAFANO GOLTSMAN (MIG), INC.

The scope of services include all professional services normally rendered for this kind of service including, but not limited to, the services outlined below in the Request for Proposals dated December 13, 2007, and the Consultant's proposal dated March 7, 2008.

SCOPE OF SERVICES

Guiding Principles

The work plan for a water quality funding initiative is based on three overarching principles:

1. Stormwater is one part of the natural water cycle—it is a *resource* rather than a waste product to be quickly sent to the ocean.
2. Water quality solutions will be multi-objective, incorporating natural pollution filtration and groundwater recharge, parks and green infrastructure, open space, riparian and aquatic habitat restoration, and economic development opportunities, as well as new facilities—when feasible and practical.
3. The process and solutions must be consensus-based, helping the Los Angeles County Flood Control District (LACFCD), unincorporated County areas, and cities work together to clean up our rivers, lakes, and beaches.

Goals

To be successful, the funding initiative must have broad stakeholder consensus on the initiative to be put before property owners and reach majority approval of property owners for a property-related fee. Goals include:

- Broad Stakeholder consensus reached on Water Quality Improvement Projects (WQIP), fee methodology, and revenue allocation.
- The LACFCD is seen as a partner for cities and unincorporated areas needing to meet Total Maximum Daily Load (TMDL) requirements.
- Stakeholders are energized to act as champions for the initiative.
- Property owners' understanding that polluted stormwater runoff is a collective community challenge.
- Clean water is linked with community health today and a better future for our children.
- The ballot measure, processes, the physical ballot, and voting comply with all

- The ballot measure, processes, the physical ballot, and voting comply with all Proposition 218 requirements.

General

The work plan assumes a 21-month timeframe with a vote of property owners on March 2, 2010. The Strategy Planning Team will guide and refine all ongoing tasks; the Team consists of:

- MIG
- Fairbank, Maslin, Maullin & Associates (FMM&A)
- The Robert Group (TRG)
- Valencia, Perez, Echeveste (VPE)
- Judith Wilson and Association (JWA)
- Muni Financial/Willdan (Muni)
- County Project Manager (CPM)
- LACFCD

A constant will be weekly check-in meetings with the CPM, LACFCD staff, Consultant Project Manager (Consultant PM), and other project team members as needed. The work plan will be refined and updated monthly and as events warrant.

The project will have go/no go decisions after two polls and a mail survey prior to the ballot initiative. While the tasks and subtasks are grouped into categories of work, many tasks occur simultaneously.

Consultant shall be paid on the completion of deliverables to the satisfaction of the CPM. Partial or percentage-complete payment of a deliverable or subtask will not be considered except in the case of meetings and workshops, which are billed on a per-meeting/workshop basis and will be considered complete when meeting summaries are approved; for tasks involving multiple print runs, which are billed upon completion of each print run; and for interviews, which are billed in rounds of interviews will be considered complete when interview summaries are approved.

For adaptive management and flexibility, a total cost approach will be used; funds may be transferable between tasks and personnel as appropriate and with written permission of the CPM through a Task Change Order form Consultant will supply.

Task 1: Project and Meeting Support

The Consultant will provide full project support and internal communications throughout the project, acting as an extension of LACFCD staff.

Objectives

- All internal planning is tightly coordinated.
- Meetings are structured and efficient.

- CPM, consultant, and subconsultants understand project expectations, roles, and deliverables.
- Project is on track and on budget.
- CPM is kept apprised of status and deliverables.

1.1 Overall Schedule and Coordination

- Refine scope and costs based on CPM input.
- Develop and maintain project schedule in electronic format for team use; update monthly.
- Track and report hours, expenses, and deliverables by subtask with explanatory information; invoice monthly.
- Prepare a monthly written status report of progress, tasks completed, and tasks for the following month.
- Coordinate all planning, tasks, and invoicing for consultant team.

Scope Assumptions

- Consultant will provide 21 monthly reports over a 21-month period, incorporating schedule updates.
- Consultant will use their internal project management and reporting software.
- Consultant will invoice monthly, based on subtasks 1.2.1-1.2.21 (which will include all scheduling and coordination).

Deliverables

Twenty-one monthly reports

1.2 Planning Meetings

- Schedule initial project meeting with all team members at County of Los Angeles, Department of Public Works (Public Works) Alhambra site; prepare agenda for review and approval, facilitate meeting, take meeting notes, and prepare summary.
- Conduct weekly check-in meetings for 21 months of the Consultant PM and the CPM with additional attendees as appropriate; prepare agenda, facilitate if required, take meeting notes and prepare summary.

Scope Assumptions

- One initial entire team meeting in person at Public Works Alhambra site.
- 90 check-in meetings total (70 check-in meetings conducted via conference call; 20 check-in meetings in person at Public Works Alhambra site).
- Consultant and CPM will agree on a standing meeting time.
- Consultant will invoice monthly, based on subtasks 1.2.1-1.2.21 (three to four 1-hour conference calls and one 2-hour in-person meeting per month/subtask; prorated if any meeting not conducted).

Deliverables

Twenty-one sets of meetings

1.3 Team Roster and Database

- Develop a database with all contact information for team members, CPM, and strategic partners.
- Update as needed.

Scope Assumptions

- Database will be available in electronic format.

Deliverables

Roster, database

Task 2: Website

Objectives

- Develop a multi-layered website, with password permissions for use by the project team, the Advisory Committee, stakeholders, and the general public.
- Provide a website that is attractive and easy to navigate.
- Provide a suite of web tools that will allow easy updates for features and news items; an interactive calendar (with attachments such as agendas and handouts); on-line surveys and polling, discussions, and pressroom, e-mail notification, Really Simple Syndication (RSS) feeds.
- Update the website monthly and additionally as needed for each of the user groups.
- Provide full public site in Spanish.
- Provide link to PDFs in Chinese (other languages can be added if requested by the CPM).

2.1 Site Design

- Meet with CPM (and LACFCD's web/IT team) to discuss the customized architecture and navigation.
- Develop customized navigation and architecture for CPM review and approval.
- Develop outline of contents for site layers: project team, Advisory Committee, stakeholders, and the general public.
- Develop graphic design for main and content pages for CPM review and approval.

Scope Assumptions

- Consultant will conduct one in-person website meeting.
- Consultant will conduct one on-line conference call for review and approval.
- Consultant will purchase URL for three years.
- Consultant will host the site and hand off to the LACFCD at the end of the project.

- Consultant will coordinate with the County web/IT team on any required graphic design elements.
- Site will meet accessibility standards.

Deliverables

Site design, navigation

2.2 Alpha Release

- Integrate graphic design.
- Implement database with site.
- Develop content for project team layer.
- Alpha quality control and testing for client review and approval.

Scope Assumptions

- Consultant will conduct one on-line conference call for review and approval.

Deliverables

Alpha site

2.3 Beta Release

- Refine site.
- Develop expanded content outline for Blue Ribbon Task Force and Advisory Committee layers.
- Load preliminary content for testing and client review.

Scope Assumptions

- Consultant will conduct one on-line conference call for review and approval.

Deliverables

Beta site

2.4 Launch

- Final site refinements, final quality control, and testing.
- Train client and team members to use the site.
- Final client approval.

Scope Assumptions

- One on-line conference call for final review and approval.
- One 2-hour on-line training conference call to familiarize the project team and LACFCD staff who will be posting documents and events.

Deliverables

Project site, stakeholder site

2.5 Site in Other Languages

- Translate all initial content in the general public layer into Spanish.
- Post all Spanish-language content.
- Develop link to Chinese language PDF content page and post.

Scope Assumptions

- Spanish language content will mirror English content.
- Chinese language PDFs will be the fact sheets developed in Task 8.3, the direct mail brochures developed in Tasks 8.4 and 8.5 and the notices developed in Tasks 9.6 and 9.7 (no ballots will be posted).
- If necessary, PDFs for additional languages can be posted at an additional cost; the same cost as for posting Chinese language PDFs of \$550 for all of the materials developed in each language.

Deliverables

Spanish language public site, PDF posts.

2.6 Ongoing Content Updating

- Provide 12 English website content updates for the three layers: project team, stakeholder, and general public layers.
- Provide 12 Spanish-language content updates.

Scope Assumptions

- Consultant will invoice monthly.

Deliverables

Twelve update reports

2.7 Ongoing Hosting and Maintenance

- Provide hardware and software updates.
- Provide hosting and maintenance, including security, hardware costs, co-location costs, repairs, staff costs for maintenance, electricity, and other overhead costs.

Scope Assumptions

- Invoiced as a lump sum on a quarterly basis beginning with launch.

Deliverables

Eight quarterly (three-month; prorated for a shorter quarter) site visits/hits and maintenance reports.

Task 3: Blue Ribbon Task Force

For a revenue measure to move forward successfully, there must be a preponderance of backing from the cities and elected officials throughout the LACFCD area as well as from influential advocacy groups. They must be brought into the process and consulted often to gain their confidence in the multi-benefit approach to storm drainage projects, the fee methodology and revenue allotment, and overall property owner acceptance of a fee.

The Blue Ribbon Task Force (BRTF) will be developed during the stakeholder interviews; those who would like to participate and collaborate on a higher level and who would make good partners for the LACFCD. Consultant team will work with CPM to choose 50 select members representing a cross-section of the LACFCD.

While the BRTF will meet four times, the real work of developing consensus will be done in one-on-one, in-person interviews. Consultant will develop preliminary concepts about priority projects and potential fees based on input from polling, focus groups, and WQIP research (Task 6.4). Consultant will vet them during interviews, refine them, and share them with the entire BRTF. This process ensures that the issues and suggestions of stakeholders are addressed, consensus is reached, and the stakeholders develop ownership of the final ballot package (the fee, the projects, the revenue allocation, and the actual ballot). The goal is to energize the BRTF members—who can claim success as momentum builds. Ballots are sent when there is broad agreement that the measure property owners will vote on is bold, visionary, *and* achievable—so property owners can clearly see their money will be well spent.

The BRTF will review polling and survey data, summaries of proposed WQIP improvement plans, reports from stakeholder interviews, and community member feedback reports. It will also review the fee methodology, rates, WQIP, and revenue allocation as well as the ballot measure elements and timing. Members of this group can be powerful champions of the fee on their own.

BRTF members will be expected to make presentations to their own groups and encouraged to reach out to similar constituencies to make additional presentations. LACFCD can provide informational materials; task force members can also educate on their own if they wish.

Objectives

- Reach a shared vision on the Water Quality Improvement Project (WQIP), fee structure, and revenue allocation.
- Develop strategies for additional stakeholder and community outreach.
- Reach consensus on ballot language and physical ballot.
- Energize members to take ownership of the initiative and act as champions.

3.1 Pre-BRTF Meeting Strategy Sessions

- Conduct four 2-hour pre-meeting strategy sessions (with CPM and consultant team) to develop agendas, handouts, and presentations during a scheduled strategy session.
- Provide a report after each meeting.

Scope Assumptions

- Initial meeting on site at Public Works Alhambra site; three meetings conducted via conference call, facilitated by Consultant, attended by the Strategy Planning Team and the CPM.
- Consultant will invoice using subtasks 3.1.1-3.1.4.

Deliverables

Four strategy sessions and reports.

3.2 BRTF Interviews

- 3.2.1: Round one interviews. Conduct 75 interviews with potential task force members after the first round of polling to determine the 50 select members, their issues, areas of concern and agreement; develop questions to ask; and write a summary report. Interviews conducted by the Strategy Planning Team.
- 3.2.2: Round two interviews. Conduct 50 interviews with members after initial development of fee methodology, rates, WQIP, and revenue allocation (before the first task force meeting, Task 3.4.1); develop questions to ask; and write a summary report. Interviews conducted by the Strategy Planning Team.
- 3.2.3: Round three interviews. Conduct 50 interviews with members after refining the fee methodology, rates, WQIP, and revenue allocation (before the second task force meeting, which is Task 3.4.2); develop questions to ask; and write summary report. Interviews conducted by the Strategy Planning Team.
- 3.2.4: Develop and maintain a database of members.

Scope Assumptions

- The membership will be developed in consultation with the team CPM and LACFCD staff.
- Interviews will be conducted in person at stakeholder's location, unless stakeholder prefers a telephone interview or a different location.
- Task 3.2.4 will be considered complete after task force meeting No. 4, which is Task 3.4.4.

Deliverables

Three reports, database.

3.3 BRTF Structure

- Develop the task force's vision, goals, and objectives as well as a consensus structure during the first meeting.
- Develop a letter of support/commitment to be signed by all members.

Scope Assumptions

- The structure will be developed before and vetted during the second round of interviews, and presented during the first full task force meeting.

Deliverables

Graphic structure, letter.

3.4 Task Force Meetings

- Conduct four meetings at decision points to share elements of the initiative (such as polling, WQIP elements, fee methodology, and revenue allocation plans).
- Invite all members via mailed letter and a web-based invitation with RSVP; follow-up with phone call if needed.
- Provide all facilitation and graphic recording (large wall graphic for real time visual presentation of notes).
- Provide meeting collateral: presentation boards (16 total), PowerPoint (PPT) presentations (4 total).
- At third meeting provide communication kits for members to use when presenting to their own groups and others (scoped as Task 8.7).
- Provide appropriate refreshments.
- Provide report of each meeting (4 total).

Scope Assumptions

- Meetings will be at County, City, or (COG) locations (location may depend on members and may be different for each meeting).
- Consultant will invoice after each meeting with subtasks 3.4.1-3.4.4.

Deliverables

Four meetings and reports.

Task 4: Advisory Committees

While the BRTF is a coalition of decision-makers, the stakeholders in the Advisory Committees are a broad coalition, developed to be as inclusive as possible. It is critical to ensure that stakeholders believe their needs and concerns are being addressed and that they feel ownership of the structure of the fee, priority projects, and revenue allocation. Leveraging relationships with organizations such as the League of California Cities, California Redevelopment Association, Contract Cities Association, Southern California Association of Governments (SCAG), and the Independent Cities Associations of Los Angeles will be a critical component to any successful outreach program in the LACFCD. Consultant anticipates that active stakeholders will number 200, structured in four Advisory Committees, comprising:

1. Mayors of cities (and/or city managers), County Chief Executive's Office, and appropriate Board Deputies (Mayors' / Board's Advisory Committee: M/BAC).
2. Public Works directors (Public Works Advisory Committee: PWAC).
3. Affinity group representatives (environmentalists, seniors, business, developers, community, social, civic and religious groups, homeowner associations, other opinion leaders) divided into Affinity Group sub-Committees (AGCs).
4. Regulatory agencies that partner with the LACFCD.

Committees will not meet all together as one group, unlike the task force. The first three committee groups will meet as groups, although meeting attendance will be determined during future strategy sessions.

Committee members will be encouraged to make presentations to their own groups and to reach out to similar constituencies to make additional presentations. LACFCD can provide informational materials so that stakeholders who wish to can educate their constituencies and others on their own.

Objectives

- Share information on WQIP, fee structure, and revenue allocation.
- Ensure stakeholders feel their ideas and concerns are addressed in the initiative package.
- Develop strategies for additional stakeholder and community outreach.
- Encourage additional community outreach.

4.1 Advisory Committee Strategy Meetings

- Conduct four 2-hour planning meetings to develop membership, plan and assign the interviews, plan the presentations, plan the subcommittee meetings (with CPM, LACFCD staff, Consultant).

Scope Assumptions

- Meetings conducted via conference call.
- Consultant will invoice using subtasks 4.4.1-4.1.4.

Deliverables

Four meetings.

4.2 Outreach and Stakeholder Interviews

- 4.2.1: Develop a list of potential interviews; schedule interviews; develop questions to ask during interviews; maintain a database of interviews, issues raised, ideas, and comments offered during the interviews.
- 4.2.2: Conduct 40 interviews with cities and unincorporated area representatives throughout LACFCD (mayors, city managers, Board Members/Deputies not already interviewed, plus directors of public works simultaneously, if appropriate) at their locations. Conduct 20 interviews with additional regulatory agencies or key affinity groups/opinion leaders not reached in presentations (including anti-tax groups) at their locations.
- 4.2.3: Write a summary report.

Scope Assumptions

- Members could include those interviewed as part of Task 3, but not on the BRTF.
- Interviews will be determined based on results of polling and focus groups.
- Consultant will invoice using subtasks 4.2.1-4.2.3.

Deliverables

Sixty interviews, summary report

4.3 Stakeholder Presentations

- 4.3.1: Develop a list of groups to make presentations to; schedule presentations; maintain a database of presentations, issues raised, ideas, and comments offered during the presentations. Develop one high-level handout outlining the project (print 1,000 copies), one high-level PPT presentation; customize four times for different audiences.
- 4.3.2: Assist the CPM and LACFCD staff in 20 presentations (LACFCD staff to lead, consultant to facilitate as needed) to organizations that are currently engaged in water quality issues (subregional working groups of the Integrated Regional Watershed Management Plan [IRWMP] and environmental groups, for example), to regional groups (Councils of Governments, LA Council of Neighborhoods, and unincorporated town councils, for example) and to groups conducting grassroots activities in specific geographic areas and communities.

- 4.3.3: Develop qualitative content analysis database of all stakeholders, including contact information, location, interests, key issues, messages, and the outreach lead/team contacting them. The system will collate, sort, map, and analyze comments made by stakeholders to find patterns that reveal trends to be tested in focus groups and polling.

Scope Assumptions

- Some presentations will generate additional members of the Advisory Committees.
- Presentations will be determined based on results of polling, interviews, and focus groups.

Deliverables

Handouts, PPT, 20 presentations, database.

4.4 Advisory Committee Meetings

- Conduct 25 total meetings of subgroups. Develop a schedule of meetings/times/date/location; incorporate topics and agenda items; provide meeting structure, facilitation and record meetings; provide PPG customized for eight different subgroups meetings (one for M/BAC, two for PWAC, five 2 times for different affinity groups); provide written reports of meetings (five total: one for M/BAC, two for PWAC, two for Affinity groups) by consultant to the CPM.
- 4.4.1: Conduct five meetings of the M/BAC (in five Supervisorial Districts), facilitated by consultant, with CPM in attendance.
- 4.4.2: Conduct five meetings of the PWAC (one in each Supervisorial District), facilitated by consultant, with CPM in attendance.
- 4.4.3: Conduct a second round of five meetings of the PWAC (one in each Supervisorial District), facilitated by Consultant, with CPM in attendance.
- 4.4.4: Conduct one round of five meetings of selected members of the AGCs (environmental, business, homeowners associations), facilitated by consultant team, with CPM in attendance.
- 4.4.5: Conduct second round of five meetings of selected members of the AGCs (environmental, business, homeowners associations), facilitated by consultant team, with CPM in attendance.

Scope Assumptions

- Meetings will be at County, City, and COG facilities throughout the LACFCD.
- Attendees and timing of meetings will be determined by the Strategy Team, based on results of polling and interviews.
- Consultant will invoice by subtask 4.4.1-4.4.5.

Deliverables

Twenty-five meetings

4.6 Newsletters

- Develop (write and design) four informational newsletters in English for all stakeholders to provide ongoing information about the project and report on key decisions and progress.
- Work with CPM to obtain four color photos for each issue.
- Post on website as a PDF (e-mail alert sent).
- Print 500 newsletters each of four editions (4-color, 11 x 17" folded to 8.5 x 5.5").
- Send to BRTF with invitation to next meeting (includes postage).
- Send to interested stakeholders (includes postage).

Scope Assumptions

- Newsletters will be developed after each Advisory Group meeting.
- Consultant will invoice newsletters by subtask:
 - 4.5.1 Newsletter No. 1
 - 4.5.2 Newsletter No. 2
 - 4.5.3 Newsletter No. 3
 - 4.5.4 Newsletter No. 4

Deliverables

Four newsletters

Task 5: Property Owner Demographic and Opinion Research

Successful fee measures require an insightful understanding of audiences' values, feelings, behaviors, and needs—as well as how they differ by important subgroups. Good research helps us design the financial package, the education campaign, outreach methods, strong and consistent key messages, and priority projects. What is the fee threshold property owners will support? What projects should be emphasized? Should there be an inflation index or a sunset clause? Some cities have passed bond measures or property-related fees for their own flood protection and/or water quality projects, most notably the City of Los Angeles. How will those property owners view another appeal for a fee? Do property owners in inland areas understand the effects they have on water quality all the way to the ocean? Are there geographic requirements and issues? Research conducted throughout the project will be key to developing a ballot measure that property owners will support.

Objectives

- Develop a thorough understanding of property owners.
- Create a ballot measure that includes elements and a fee level supported by property owners.

- Ensure that messages and language make the ballot measure clear and understandable to property owners.
- Track changing perceptions of the economic climate in the LACFCD, the degree of knowledge about water quality related issues in the LACFCD, and level of concern about this issue among potential property owners.
- Determine differences in awareness, attitudes, and perceived needs across regions, watersheds, Supervisorial Districts, and cable markets as well as multiple cultures and registered voters and nonregistered voters throughout the LACFCD.

5.1 Baseline Survey Focus Groups

- Provide analysis of the demographics of the property owner list, with a particular focus on the distribution of property owners based on different types of property (residential, commercial, industrial, vacant, public), projected assessment amounts and various geographic factors (ZIP code, city and unincorporated areas, other political jurisdictions). The results of this demographic analysis will inform the sample design for all research projects and be reported as part of Task 5.2.
- Conduct four focus English language groups with registered voter and nonregistered voter residential property owners before the Messaging and Ballot Survey to ascertain where the project stands today, including perceptions about serious issues in the LACFCD, what residents understand about the storm drain system and what words and concepts they use to describe the system.
- Conduct two groups with bilingual Latino property owners to test the same issues.
- Provide a report to the Strategy Team and CPM.

Scope Assumptions

- The focus groups will inform the survey by testing different fee structures, what messages, messengers, and projects in each zone/area resonate with participants and allow for initial reactions to any public service announcements the team would want to air.
- Attended by consultant and CPM.

Deliverables

Six focus groups, report

5.2 Baseline Messaging and Ballot Telephone Survey

- Conduct a bilingual (English and Spanish) Messaging and Ballot Refinement Survey, which will include testing a ballot question, supportive and oppositional messages, potential projects to be funded by a property-owner fee and the credibility of possible messengers.
- Provide a report and presentations to the Strategy Team and the BRTF.

Scope Assumptions

- The survey will help establish the geographic structure that will be used by the team to identify what projects resonate in different areas of the LACFCD such as coastal or more inland regions, watersheds, and cable markets and help form the public education campaign to reach out to different stakeholder groups including local city councils and chambers of commerce.
- A 20-minute survey of 1,500 residential property owners, including 900 voters and 600 nonvoters.

Deliverables

Report, presentation

5.3 City Manager Focus Group/Workshops

- Hold two informal focus group/workshops with city managers (leverage scheduled League of Cities meetings to recruit participants).
- One group of managers from cities in the Eastern part of Los Angeles County.
- One group of managers from cities that are facing complex or formidable hurdles that require additional understanding and education efforts.
- Include Chief Executive Officer and unincorporated area representation.
- Scope Assumptions
- The workshops will provide information about the issues and concerns of cities and unincorporated areas and what elements would need to be in the initiative to meet their needs.
- Attended by consultant and CPM.

Deliverables

Two focus groups, presentation

5.4 Residential Property Owner Education Focus Groups

- Conduct ten focus groups with registered voter and nonregistered voter residential property owners—prior to the residential/commercial property owner public education campaign—to test clarity of the language and the look of educational materials. Ensure representation of each Supervisorial District. Four groups conducted before the telephone survey (which is Task 5.6) and six conducted following the survey, including two groups with bilingual Latino participants, in the following areas:
 - Two groups in a coastal location.
 - Two groups among Latinos.
 - Two groups in the San Gabriel Valley.
 - Two groups in the San Fernando Valley/North County.

- Two groups in the Downey/South Gate area.
- Provide the facility, honorarium to participants, and refreshments.
- Provide a written report and presentation to CPM, LACFCD staff, and BRTF.

Scope Assumptions

- The focus groups will identify which projects property owners in different areas of the LACFCD are more likely to support and provide a chance to test educational materials.
- Focus groups will be scheduled in each Supervisorial District.
- Attended by consultant and CPM.

Deliverables

Ten focus groups, report, presentation

5.5 Residential Property Owner Education Telephone Survey

- Conduct an 18 to 25 minute bilingual (English and Spanish) survey of 1,500 residential property owners, including 900 registered voters and 600 nonregistered voters, to quantify the results of the focus groups and refine messages and ballot language.

Scope Assumptions

- The survey will provide a clearer picture of how to make the fee clear and understandable, projects that property owners would like to see in various areas of the LACFCD, and level of education that will be needed.

Deliverables

Report, presentation

5.6 Commercial Property Owner Focus Groups

- Conduct two focus groups with small and medium commercial property owners in incorporated and unincorporated areas prior to the commercial mail survey (Task 5.8), the first qualitative research opportunity to begin to understand nonresidential property owners' perceptions about the problem, support for specific projects, and reactions to a property-based fee.
- Provide the facility, honorarium to participants, and refreshments.
- Provide a written report and presentation to CPM and LACFCD staff.

Scope Assumptions

- These groups will also help inform the development of the commercial property owner mail survey.
- Attended by consultant and CPM.

Deliverables

Two focus groups, report, presentation.

5.7 Commercial Property Owner Mail Survey

- Develop, write, print, and mail out 10,000 surveys, which replicate the methodology by which a vote on a potential water quality fee would be held, to small and medium commercial property owners with the expectation of receiving over 1,000 responses.
- Tabulate and analyze response data in the same manner as telephone surveys.
- Provide a report and presentation to CPM and LACFCD staff.

Scope Assumptions

- This survey will provide information about what perceptions commercial property owners in incorporated and unincorporated areas have about water quality and storm drain issues, what projects they are supportive of, and if they see the measure as having any potential benefits for them.
- The survey will provide information about which types of commercial property owners are most likely to sign and then mail the ballot back.
- Public properties and the properties with the very highest fee amounts will be excluded from the sample as they could skew the results.
- Includes printing, postage, and reply postage.

Deliverables

Report, presentation.

5.8 Residential Property Owner Mail Survey

- Develop, write, print, and mail out 10,000 surveys, which replicate the methodology by which a vote on a potential water quality fee would be held, to residential property owners in incorporated and unincorporated areas, with the expectation of receiving over 1,000 responses.
- Tabulate and analyze response data in the same manner as telephone surveys.
- Provide a report and presentation to CPM and LACFCD staff.

Scope Assumptions

- The survey will provide information about which types of residential property owners (single-family, condos) are most likely to sign and then mail the ballot back when shown an actual ballot and whether there are differences by geographic areas.
- Includes printing, postage, and reply postage.

Deliverables

Report, presentation.

5.9 Commercial Property Owner Telephone Survey

- Conduct a 10 to 15 minute telephone survey with a sample size of 400 commercial property owners in incorporated and unincorporated areas who signed and returned their mail survey, asking more in-depth questions to get a better sense of what commercial property owners think about a water quality and storm drain property fee, and what motivated them to return the survey.
- Provide a report and presentation to CPM, LACFCD staff, and BRTF.

Scope Assumptions

- There is very little data available about commercial property owners and their propensity to return mail ballots.
- Since a mail survey is static, the telephone survey would allow messages to be rotated and word choices comparatively tested in a way not possible in the former survey method.

Deliverables

Report, presentation.

5.10 Ballot Focus Groups

- Conduct four focus groups of registered voter, nonregistered voter, and residential property owners (one with bilingual Latino property owners) to test more in-depth responses to the actual mail-out ballot and understand what would make them more likely to sign and mail it back.
- Provide facility, honorariums, and refreshments.
- Provide a report and presentation to CPM and LACFCD staff.

Scope Assumptions

- Most property owners are still not completely informed about Proposition 218 and the reasons for property owner votes—increasing their understanding and ease of use of the ballot can improve the voting process.
- Attended by consultant and CPM.

Deliverables

Four focus groups, report, presentation.

5.11 Final Evaluation Survey

- Conduct a final 10 to 15 minute bilingual (English and Spanish) survey of 1,500 residential property owners, including 900 registered voters and 600 nonregistered voters, both those who did and those who did not return the mail survey from Task 5.9.
- Provide a report and presentation to CPM and LACFCD staff.

Scope Assumptions

- This survey is needed to determine if there has been an increase in awareness and understanding about water quality and storm drain issues, and assess the viability of the measure before the vote by the Board of Supervisors.
- If the measure is viable, the survey will provide evidence to the Board of Supervisors that the measure receives enough support to warrant asking owners of property located within the LACFCD to vote on it.
- After the Board of Supervisors votes to conduct a property owner vote, it may be necessary to conduct two final focus groups, including one with bilingual Latinos, to test reactions to the letter announcing the protest hearing, the ballot, understanding of Proposition 218 procedures, and any final adjustments that should be made to the ballot to enhance understanding and increase the number of ballots returned.

Deliverables

Report, presentation.

Task 6: Water Quality Improvement Projects

To ensure our polling tests realistic potential fees, consultant will develop a preliminary idea of the scope of potential projects: projects that are the most effective to meet water quality improvement goals set forth in TMDLs and reduce runoff. There are several major watersheds, each with its own physical makeup, sources of pollution, discharge characteristics and health, and trends in receiving water quality. WQIP development will depend on local watershed issues and reflect local needs as well as LACFCD-wide improvements to the storm drainage system. The Strategy Planning Team will review the potential projects, being developed by another consultant retained by the County, and use it as a basis for developing cost matrices.

Objectives

- Identify potential improvement needs.
- Determine projects that property owners within each watershed find important to fund.
- Enhance consensus between LACFCD and stakeholders.
- Develop prioritized list of improvements and a cost matrix for each watershed.

6.1 Advisory Memo

- Meet with CPM, consultants, and LACFCD staff monitoring and identifying pollution sources, review existing flood control plans and hydrology studies (two meetings).
- Develop a preliminary list of potential improvement projects.
- Provide an advisory memo to CPM.

Scope Assumptions

- County has previously retained environmental/biological consultants who have studied the various watersheds and determined pollution levels/constituents and made recommendations for source mitigation.
- LACFCD maintains an extensive inventory of storm drain plans and associated hydrology/hydraulic analyses.
- A watershed modeling system that will be used to identify cost-effective BMPs to address pollution in runoff is being developed by other consultants.

Deliverables

Advisory memo.

6.2 Summary Report

- Review previously identified and recommended BMPs and pollution control devices, determine most practical and cost-effective projects and devices for controlling pollution during lowflow, minor storms, and large storm events.
- Review long-term maintenance costs associated with BMPs as outlined by the WQIP consultant.
- Provide a summary report of findings.

Scope Assumptions

- LACFCD has previously retained environmental/biological consultants who have studied the various watersheds and determined pollution levels/constituents and made recommendations for source mitigation.
- LACFCD has previously studied which BMPs are most effective and developed general estimates for potential costs of complying with stormwater regulations by implementation of BMPs.

Deliverables

Summary Report.

6.3 Draft BMPs

- Identify BMPs that property owners within each region/watershed may find important to fund (test through polling and meetings with stakeholders).
- Develop list of potential BMPs.
- Provide a draft report and presentation to CPM, LACFCD staff, and BRTF.

Scope Assumptions

- Each watershed has different characteristics, i.e., all urban or a mix of urban/undeveloped, and may be composed of different demographics, which may impact what BMPs property owners find important and may be willing to support.

Deliverables

Draft BMPs memo.

6.4 Final BMPs

- Based on input from CPM, LACFCD maintenance division personnel, stakeholders, and the Integrated Regional Watershed Management Plan, finalize and categorize types of BMPs to be funded, which may be a mix of both regional and localized source control.
- Provide a final report and presentation to CPM, LACFCD staff, and Advisory Committee.

Scope Assumptions

- Based on previous studies, the LACFCD has previously determined which BMPs may be effective yet do not significantly impair flood protection

Deliverables

Final BMPs Report.

6.5 Draft WQIP

- Develop a draft matrix of improvements with installation and long-term maintenance costs.
- Provide a draft report and presentation to CPM, LACFCD staff, and BRTF.

Scope Assumptions

- LACFCD personnel have determined which BMPs are most costly to maintain.
- A watershed modeling system is being developed by other consultants.

Deliverables

Draft WQIP Report.

6.6 Final WQIP and Costs

- Based on input from CPM, LACFCD staff, and stakeholders, finalize the WQIP, and cost matrix.
- Provide a final WQIP report to CPM.

Scope Assumptions

- Cost estimates will be done per LACFCD standards.

Deliverables

Final WQIP Report.

Task 7: Fee Structure, Revenue Allocation, and Engineer's Report

The fee structure must be perceived as easy to understand and fair. Revenue allocation must also be perceived as fair and balanced with cities and unincorporated areas, property owners, and other stakeholders seeing that their geographic area or area of interest receives funding for their projects.

Objectives:

- Develop a Proposition 218-compliant fee structure, revenue allocation, and fee report.
- Enhance consensus between LACFCD and stakeholders.
- Ensure the fee structure is fair and easy to understand.
- Promote fair revenue allocation between cities, unincorporated areas and watersheds.
- Develop a clear, defensible fee report.

7.1 Land Use Identification

- Review the entire parcel database and verify that each parcel has the information required by the fee structure including land use. Research and fill in all missing required information.
- Create a summary of government-owned parcels by APN, land use, and jurisdiction based on the 2007/08 County Secured Property Roll.
- Provide two status memos.
- Provide updated database.

Scope Assumptions

CPM will provide necessary GIS data including shape files.

Deliverables

Updated database, summary memos.

7.2 Update Parcel Database

- Research and calculate appropriate parcel sizes for all condo and planned unit developments (PUD) (about 240,000).
- Ensure consistency in apportioning common areas to all of the condominiums and PUD properties.
- Provide two status memos.
- Provide updated database.

Scope Assumptions

LACFCD will provide calculated parcel areas and information that is used for developing a benefit assessment. Consultant will: (1) research and determine if there are errors in how that formula was applied, and (2) research and determine if a different formula should be used for the funding measure.

Deliverables

Updated database, summary memos.

7.3 Draft Technical Memo

- Develop draft parcel rate structure using a County-approved methodology.
- Develop and describe funding criteria, categories, and allocations of funding for various uses and objectives based on previous analysis and documentation, final BMPs, and WQIP/cost matrix and discussions with CPM, LACFCD staff, and consultant team.
- Provide draft technical memo with rate structures by land use and funding allocation.
- Provide Proposition 218 legal review.

Scope Assumptions

- CPM will provide 2007/08 County Secured Property Roll.
- The fee will be calculated for size ranges.
- CPM, LACFCD staff, and consultant will determine if rates should be capped and public properties included or excluded.
- County Counsel will review and comment.

Deliverables

Draft technical memo.

7.4 Final Technical Memo

- Based on input from CPM, LACFCD staff, and stakeholders, finalize fee structure and revenue allocation.
- Provide Proposition 218 legal review.
- Provide final technical memo electronically in PDF format.

Scope Assumptions

- The final technical memo will be based on two rounds of comments to the draft technical memo.

Deliverables

Final technical memo.

7.5 Engineer's Report

- Prepare an outline of the draft Engineer's Report for review and approval by CPM.
- Present rate structures by land use and funding allocation.
- Provide database of all properties with proposed fees.
- Provide process for property owner appeals of the fee assigned to their parcel.
- Provide Proposition 218 legal review.
- Provide final Engineer's Report electronically in PDF format.

Scope Assumptions

- The final Engineer's Report will be based on three rounds of comments to the draft report.
- County Counsel will review and comment.

Deliverables

Final Engineer's Report.

Task 8: Property Owner Education Program

Develop and implement a broad and multipronged communications effort to reach business and large property owners, single-family residential property owners, social and advocacy groups, and the media (especially often underrepresented groups). Consultant will provide communication and presentation materials based on results of research. Consultant will engage leading advocacy groups during the stakeholder outreach process and provide them with materials to take to their membership and related groups. Consultant will reach property owners through one direct mailing, the fact sheet included with the hearing and ballot notices, presentations, and through earned media and multimedia.

The LACFCD will make presentations to cities and unincorporated areas, ideally by a Supervisor and staff member. The LACFCD, cities, and unincorporated areas need to engage and make presentations to business groups, large property owners, and multi-family property owners to ensure they understand the business benefits of the proposed projects; early partnerships with business groups will be key to reaching them.

Completing the subtasks below is dependent on the results of research and outreach to stakeholders as well as consistency with the NPDES education program.

Goals

- Property owners receive a strong, consistent, message-driven education campaign.
- Property owners are aware of the importance of the ballot measure and how to vote.
- Materials are clear, compelling, and customized to varied information needs while remaining informational.

8.1 Strategy Meetings

- Eighteen meetings of the Strategy Planning Team—consisting of CPM; LACFCD staff; MIG; The Robert Group; Valencia Perez Echeveste; Judith Wilson & Associates; and Fairbank, Maslin, Maullin & Associates (MuniFinancial/Willdan will attend as needed).
- Develop the timing, structure, and agenda for each meeting, facilitate, and record.
- Provide reports after each meeting.

Scope Assumptions

- Meetings are to develop messages and audiences, a strategic outreach program, and ensure consistency of messaging and outreach efforts.
- As many of the team will attend in person as possible.
- Consultant will invoice meetings using subtasks 8.1.2-8.1.18.

Deliverables

Eighteen meetings.

8.2 Education Plan

- Develop an education plan to reach all property owners (both residential and commercial), incorporating audiences, messages specific to each audience, methods for reaching that audience, and timing of the outreach and education, and specific groups to contact for presentations (with contact information).
- Update as needed to reflect changes in strategy, based on polling, focus groups, and interviews.
- Meet with Proposition 218 Counsel and County Counsel to review the entire plan and elements.

Scope Assumptions

- Educational materials will be in English, Spanish, and Chinese (materials can be available in additional languages at the same cost as for Chinese language materials).

Deliverables

Plan report.

8.3 Fact Sheet Handouts

- Develop strong branding of materials, including “look and feel” and consistent positioning.
- Develop (write and design) five different fact sheets customized for different audiences, based on results of research; two at 11” x 17” (one residential, one commercial) and three at 8.5” x 11” (special interests such as seniors).

- Translate and layout in Spanish and Chinese.
- Provide legal review for compliance with Proposition 218.
- Print five fact sheets:
 - 20,000 English, 11" x 17," four-color (two times 10,000).
 - 30,000 English, 8.5" x 11" (three times 10,000).
 - 10,000 Spanish, 11" x 17," four-color (two times 5,000).
 - 6,000 Spanish, 8.5" x 11," four-color (three times 2,000).
 - 4,000 Chinese, 11" x 17," four-color (two times 2,000).
 - 1,500 Chinese, 8.5" x 11" (three times 500).

Scope Assumptions

- CPM will review rough draft layout and final layout.
- County Counsel will review and approve for compliance with election law.
- Fact sheets will be given to Advisory Committee members and stakeholders to distribute to their groups, and for CPM and LACFCD to distribute at presentations.
- Fact Sheets will be available on the website as PDFs.
- CPM will advise if translations into additional languages are needed.
- Fact Sheets will be available on disks given to stakeholders for additional print runs.
- If necessary, fact sheets can be prepared in additional languages at an additional cost; the same quantity and cost as for Chinese language of \$13,450 for translation, layout and printing of all five fact sheets.
- Consultant will invoice using subtasks:
 - 8.3.1: Draft copy and layout for five fact sheets in English.
 - 8.3.2: Final copy and layout for five fact sheets in English.
 - 8.3.3: translate into Spanish and Chinese and lay out.
 - 8.3.4: Print five fact sheets, in three languages.

Deliverables

Five fact sheets in three languages.

8.4 Direct Mail Brochure

- 8.4.1: Develop (write and design) direct mail informational brochure sent to all property owners; customized for residential and commercial versions. This material will be the first time many property owners hear about the water quality funding initiative so it must be clear and compelling, while remaining informational.
 - Content will be customized by watershed or other geographic location (interior spread only).
 - Mailer will be tabloid size (22" x 14," folds to 11" x 14," and trifold for mailing to 11" to 3.6").
 - Provide legal review for compliance with Proposition 218.

- 8.4.2: Print 2.1 million mailers, including mailhouse and labeling.
- 8.4.3: Provide postage.

Scope Assumptions

- County Counsel will review and approve for compliance with election law.
- Content will be in English, translated and available in Spanish and Chinese on the website as PDFs.
- CPM will advise if translations into additional languages are needed.
- CPM will provide photos and GIS layers for maps.
- CPM will review rough draft layout and final layout.
- PDFs will be available on disks given to stakeholders for additional printing.
- Consultant will invoice and CPM will provide postage as a separate deliverable in advance because it must be paid prior to mailing.
- If necessary, brochure can be prepared in additional languages at an additional cost; the same cost as for Chinese language of \$14,355 for translation and layout of all seven versions of the brochure (customized by watershed or other geographic boundary).

Deliverables

Direct Mail brochure to property owners.

8.5 Opinion Leader Database

- Conduct additional outreach to 50 community leaders in incorporated and unincorporated areas via telephone.
- Provide them with regular e-mail updates via the website.
- Provide them with electronic versions of Fact Sheets.
- Compile a database with all contact information.

Scope Assumptions

- Contacts will be determined based on results of polling, stakeholder interviews, and focus groups.
- Task will be considered complete after BRTF meeting No. 4, which is Task 3.4.4.

Deliverables

Database of contacts and actions.

8.6 Speaker Kits

- 8.6.1: Provide 50 speaker kits for the project team and key working partners who may not be part of the Advisory Committee or come to stakeholder subgroup meetings. The kits will include key messages and talking points, an FAQ by topic, and copies of all handouts and Fact Sheets for reference.

Provide 250 kits for Advisory Committee and stakeholders who will be talking with their groups and potentially with the media. These kits will include customized key messages and talking points (for different affinity groups, for example), an FAQ by topic and watershed or region, copies of all handouts and Fact Sheets for reference, DVD of the video for presentations and information spots.

- 8.6.2: Update kits once.

Scope Assumptions

- Team kits will contain maximum of 50 printed pages (all of the information given to all the stakeholders) and tabs.
- Stakeholder kits will contain maximum of 50 printed pages and tabs.

Deliverables

300 kits.

8.7 Media Training

- Provide one half-day session of media training at LACFCD offices for staff who will be interacting with print and broadcast media.
- Provide a media guide sheet with interview tips (key messages and talking points will be in the speakers kits).

Scope Assumptions

- Training will be limited to six.

Deliverables

Training session, media guide sheet.

8.8 Media Relations

- 8.8.1: Develop a backgrounder and press releases (in English and Spanish).
- 8.8.2: Develop second press release (in English and Spanish).
- 8.8.3: Develop third press release (in English and Spanish).
- 8.8.4: Develop press tours of watersheds, stormdrains, or other facilities for photo ops and on-site interviews (led by LACFCD staff and elected officials).

- 8.8.5: Develop materials for editorial board meetings for newspapers to develop position editorials (presented to the editorial boards by LACFCD staff and elected officials).
- 8.8.6: Provide seven short articles for community of interest newsletters, based on watersheds.
- 8.8.7: Develop a Media Resources Guide for mainstream, blogger, and in-language media with a list of contacts for quotes and interviews.
- 8.8.8: Write two template letters to the editor and two op/ed pieces for use by advisory committee and stakeholders.

Scope Assumptions

- Consultant will work with a County Public Information Officer who will provide a list of media outlets, pitch to mainstream media (consultant will pitch to Latino media), conduct tours and issue all press releases and Public Service Announcements (PSAs).
- Press releases tentatively sent after a poll (with a go decision), after a significant event (a beach closure, for example) and when ballots are sent.
- Consultant will invoice by subtasks.

Deliverables

Three press releases, press tour, seven short articles, Media Resources Guide, and media tour route.

8.9 Video

- Develop a 10 to 12 minute informational video that can be used by LACFCD staff and stakeholders for presentations, released on cable TV and posted on the website.
- 8.9.1: Develop outline and storyboards for CPM approval.
- 8.9.2: Develop script, shoot list, and shooting schedule for CPM approval.
- 8.9.3: Edit and provide rough cut for CPM review and approval.
- 8.9.4: Edit and provide final version.
- 8.9.5: Provide 300 copies of 10 to 12 minute video on DVD and post on website.

Scope Assumptions

- The Strategy Team (described in Task 8.1), CPM and LACFCD staff will develop main messages and determine officials to interview.
- Video will include location shots and interviews with officials (three days of shooting).
- CPM will review an outline, storyboards and script, shot locations, and rough cut after shooting.
- County Counsel will review at each stage for compliance with election laws.

Deliverables

10 to 12 minute video, 300 copies.

8.10 Special Events

- Develop a list of potential events and contact information throughout LACFCD.
- Develop partnerships with stakeholders, who are already attending events, to distribute materials related to the initiative.
- Assist CPM in selecting special events for CPM and LACFCD staff to attend on their own.
- Determine which materials to distribute at each event.

Scope Assumptions

- CPM will provide list of LACFCD and County-sponsored events.
- CPM and LACFCD staff will attend special events selected; consultant will not attend.
- No funding is included for materials to distribute or banners etc. (in addition to materials printed as part of Task 8.3).

Deliverables

Events schedule.

8.11 Info Spots

- Develop two 15-second spots for cable TV to air when ballots are being mailed, offering information about the vote and website.
- Provide in English and Spanish.
- Record additional voice over.

Scope Assumptions

- CPM will approve storyboards and script and a rough cut after shooting footage will be used from the video when possible; no additional on-location shots.
- Spots will be aired as PSAs.
- County PIO will assist in pitching and distributing PSAs.

Deliverables

Two 15-second spots.

8.12 Multi-Media

- 8.12.1: Create a Facebook group, send five Facebook flyers about events and the ballot.
- 8.12.2-13: Monitor blogs, mainstream news reports, and prepare 12 monthly reports beginning after the second Advisory Committee meeting when the public might begin hearing about the proposed fee.

Scope Assumptions

- Outreach can no longer be measured purely by how many people are in a room or receive a print piece. In addition to traditional media of print and broadcast, many residents are connected to new media such as blogs, Facebook, and LinkedIn.

Deliverables

12 reports.

8.13 Property Owner Hotline

- 8.13.1: Develop script with answers to common property owner questions, based on FAQ developed in Task 8.7 and discussions with CPM and LACFCD staff.
- 8.13.2-8.13.5: Answer property owner questions live via toll-free number, 8 a.m. to 5 p.m. business days (excluding major holidays), in English and Spanish and provide monthly log of all calls.

Scope Assumptions

- Hotline will begin the day the notice of protest hearing is sent and run through the deadline for returning ballots.
- Service representatives will be able to access owner name, assessor's parcel number, and proposed fee.
- Questions that cannot be answered by service representatives will be referred to CPM to respond.
- Coordinate with the County's 2-1-1 line.
- Consultant will bill monthly, using subtasks 8.14.1-8.14.5.

Deliverables

Four monthly reports.

Task 9: Ballot

A significant advantage of a mail ballot is the ability to include an informational fact sheet, without negative arguments. The ballot and Fact Sheet will be based on the language tested in polling and focus groups and in accordance with the requirements of election law and Proposition 218, with outside Proposition 218 specialty counsel.

Consultant will develop options for administering the proposed fee including accounting, expenditures, and allocation of the revenues.

Objectives

- Develop compelling ballot language.
- Develop user-friendly physical ballot.
- Develop administration options.
- Develop community oversight guidelines.

9.1 Ballot Planning Sessions

- Two meetings with CPM and LACFCD staff about the content of the measure, notice and ballot; to discuss political, policy, and legal considerations; specific steps and timelines for implementation; and availability and access to pertinent documentation and data for team review. Attended by Consultant team, including Proposition 218 legal advisor.
- Provide agendas, facilitate, record, and provide meeting summaries.

Scope Assumptions

- Meetings will be on-site at County Public Works offices for most of team.
- Consultant will invoice using subtasks 9.1.1-9.1.2.

Deliverables

Two meetings.

9.2 Documentation Review

- Review documentation from LACFCD and County and results and analysis from previous tasks of this project, regarding the fee rate structure, allocation and methodology. Documentation may include WQIP, Engineer's Reports, resolutions, ordinances and other reports, and other financial information as necessary.
- Provide memo with comments to documents to CPM.

Scope Assumptions

None

Deliverables

Memo

9.3 Ballot Component Report/Memo

- Work with CPM and LACFCD staff as necessary to determine the necessary components and background to be included in the measure based upon the Fee Structure and Revenue Allocation Report completed in Task 7.
- Based upon previous analysis and documentation, describe funding criteria, categories and allocations of funding for various uses and objectives, to provide background for the ballot measure.
- Provide legal review for compliance with Proposition 218.
- Provide memo regarding direction of Ballot and Notice.

Scope Assumptions

- The Fee Structure Report, completed in Task 7 of this scope of services, will be a primary source of data for this task.
- County Counsel will review and comment.

Deliverables

Memo

9.4 Ballot Language

- Prepare a ballot measure that will be submitted to the property owners based on the requirements, components, and structure of the proposed fee.
- Provide legal review for compliance with Proposition 218.

Scope Assumptions

- County Counsel and the Registrar-Recorder will review and comment for compliance with election laws.
- Ballot language will be developed in an iterative process and tested in polling and mail survey.

Deliverables

Ballot measure

9.5 Ordinance

- Write one ordinance to establish the fee, create the duty to pay it, and to govern how the fee proceeds will be used.
- Provide legal review for compliance with Proposition 218.

Scope Assumptions

- County Counsel will review and comment.

Deliverables

Ordinance

9.6 Public Hearing Notice

- Write in user-friendly language and graphically design a notice of public hearing that is visually compelling and complies with all legal requirements.
- Provide legal review for compliance with Proposition 218.
- Translate into Spanish and Chinese, lay out, and create PDFs.
- Provide print-ready files for 11" x 17" notice.

Scope Assumptions

- Mailing list will be the database provided as part of Task 7.
- Notice will direct Spanish and Chinese speakers to the website for a PDF of the notice in language.
- County Counsel and the Registrar-Recorder will review and comment for compliance with election laws, and advise if notice must be mailed in multiple additional languages (funding is only included for Spanish and Chinese versions).
- If necessary, public notices can be prepared in additional languages at an additional cost; the same cost as for Chinese language of \$2,200 for translation and layout of an 11 x 17 notice.
- LACFCD will assume all costs for printing, variable printing of address, and proposed fee, postage, and mailing.

Deliverables

Print-ready files for Notice.

9.7 Draft Notice/Ballot

- For testing in focus group, write in user-friendly language and graphically design a notice of ballot that doubles as a Fact Sheet, ballot and envelope that are visually compelling, and comply with all legal requirements.
- Provide legal review for compliance with Proposition 218.

Scope Assumptions

- County Counsel and Registrar will review and comment for compliance with election laws, and advise if notice must be mailed in multiple additional languages (funding is only included for Spanish and Chinese versions).

Deliverables

Laser printed presentation boards.

9.8 Final Ballot Notice/Ballot

- Revise ballot and notice based on input from focus group, stakeholders, CPM, and LACFCD staff.
- Provide legal review for compliance with Proposition 218.
- Translate notice only into Spanish and Chinese, lay out, and create PDFs.
- Include in the notice a statement written in Spanish and Chinese directing individuals with those language preferences to the website for a PDF of the notice—but not the ballot.
- Provide print-ready files for ballot notice/fact sheet, outer envelope, ballot, and reply envelope.

Scope Assumptions

- If necessary, ballot notices can be prepared in additional languages at an additional cost; the same cost as for Chinese language of \$2,200 for translation and layout of an 11 x 17 notice.
- Mailing list will be the database provided as part of Task 7.
- LACFCD will assume all costs for printing, variable printing of address and proposed fee, bar coding, postage and mailing as well as return reply mail and ballot counting.
- LACFCD will develop and put in place procedures for property owners receiving a second ballot if they throw out or don't remember receiving a first ballot or want to change a vote.
- If legally required, LACFCD will develop and put in place procedures for splitting votes for multiple property owners of a single parcel who do not agree on their vote.

Deliverables

Print-ready files for ballot/notice.

9.9 Reminder Postcard

- Write and design a bilingual (English and Spanish) reminder postcard, sent about one week after the ballot, to encourage a higher return rate (4 x 6 inches).
- Provide legal review for compliance with Proposition 218.
- Print 2.1 million postcards, label, provide postage, and send to all property owners.

Scope Assumptions

- Counsel and Registrar will review and comment for compliance with election law.

Deliverables

Printed postcard.

9.10 LACFCD Oversight Report

- Develop options for LACFCD to implement, administer, and provide fiscal accounting for the proposed fee based on discussions with LACFCD staff, County's Chief Executive Office, Auditor-Controller, County Counsel, Treasurer and Tax Collector, and legal counsel, and feedback from the stakeholders.
- Provide one written report to LACFCD.

Scope Assumptions

- Based on existing LACFCD and County policies and guidelines regarding the administration and accounting of special fees/taxes/assessments.

Deliverables

Report

9.11 Public Oversight Report

- Develop options for potential public/stakeholder oversight of the policies and guidelines related to the proposed fee, its collection and administration, and the accounting and allocation of revenue related to the fee based on discussions with CPM and LACFCD staff and legal counsel.
- Consult with CPM and LACFCD staff on members of the committee.
- Provide one written report.

Scope Assumptions

- Based upon existing LACFCD and County policies and guidelines regarding the establishment and operation of oversight committees.
- CPM will make final determination of members of the committee.

Deliverables

Report.

SCHEDULE

The Consultant shall complete the required services within 22 months after issuance of Notice to Proceed.

COMPENSATION

MIG, Inc., shall complete the services for a \$4,186,537 not-to-exceed fee (see breakdown in Attachment B). After issuance of a written Notice to Proceed, MIG shall submit invoices and be paid upon completion of each deliverable as identified in each task. The payment request will include enough information to substantiate the amount claimed. The County will make payment following approval.

ATTACHMENT B

PROJECT COST BY TASK

		TOTALS
1	Project and Meeting Support	
1.1	Overall Schedule & Coordination	\$ 182,037
1.2	Planning Meetings	\$ 158,175
1.3	Team Roster and Database	\$ 13,193
	Subtotal	\$ 353,406
2	Website	
2.1	Site Design	\$ 19,600
2.2	Alpha Release	\$ 21,060
2.3	Beta Release	\$ 14,530
2.4	Launch	\$ 6,170
2.5	Site in Other Languages	\$ 18,258
2.6	Ongoing Content Updating	\$ 22,532
2.7	Ongoing Hosting and Maintenance	\$ 9,600
	Subtotal	\$ 111,750
3	Blue Ribbon Task Force	
3.1	Task Force Strategy Sessions	\$ 24,774
3.2	Task Force Interviews	\$ 133,165
3.3	Task Force Structure	\$ 17,573
3.4	Task Force Meetings	\$ 70,358
	Subtotal	\$ 245,871
4	Advisory Committee	
4.1	Advisory Committee Strategy Sessions	\$ 14,462
4.2	Outreach and Interviews	\$ 132,580
4.3	Stakeholder Presentations	\$ 66,560
4.4	Advisory Committee Meetings (20)	\$ 97,573
4.5	Newsletters	\$ 47,310
	Subtotal	\$ 358,484

TOTALS

5 Property Owner Demographic & Opinion Research		
5.1	Pre-Survey Focus Groups	\$ 75,814
5.2	Baseline Messaging and Ballot Telephone Survey	\$ 97,134
5.3	City Manager Focus Groups	\$ 18,089
5.4	Residential Property Owner Education Focus Groups	\$ 115,444
5.5	Pre-Property Owner Education Telephone Survey	\$ 86,999
5.6	Commercial Property Owner Focus Groups	\$ 26,661
5.7	Commercial Property Owner Mail Survey	\$ 59,781
5.8	Residential Property Owner Mail Survey	\$ 60,533
5.9	Commercial Property Owner Telephone Survey	\$ 25,222
5.10	Ballot Focus Groups	\$ 47,063
5.11	Final Evaluation Survey	\$ 74,511
Subtotal		\$ 687,250
6 Capital Improvement Plan Advice		
6.1	Advisory Memo	\$ 13,944
6.2	Summary Report	\$ 25,016
6.3	Draft BMPs	\$ 34,697
6.4	Final BMPs	\$ 16,767
6.5	Draft WQIP	\$ 48,441
6.6	Final WQIP and Costs	\$ 24,560
Subtotal		\$ 163,426
7 Fee Structure, Revenue Allocation & Report		
7.1	Land Use Identification	\$ 43,968
7.2	Update Parcel Database	\$ 31,218
7.3	Draft Technical Memo	\$ 26,921
7.4	Final Technical Memo	\$ 21,388
7.5	Engineer's Report	\$ 26,780
Subtotal		\$ 150,275

TOTALS

8 Property Owner Education Program		
8.1	Communication Strategy Sessions	\$ 127,515
8.2	Education Plan	\$ 26,910
8.3	Fact Sheet Handouts	\$ 93,456
8.4	Direct Mail Fact Sheet	\$ 850,668
8.5	Opinion Leader Database	\$ 19,853
8.6	Speaker Kits	\$ 48,582
8.7	Media Training	\$ 4,837
8.8	Media Relations	\$ 36,922
8.9	Video	\$ 59,247
8.10	Special Events	\$ 4,979
8.11	Info Spots	\$ 11,655
8.12	Multi-Media	\$ 25,520
8.13	Property Owner Hotline	\$ 13,865
Subtotal		\$ 1,324,008
9 Ballot		
9.1	Ballot Planning Sessions	\$ 13,119
9.2	Documentation Review	\$ 8,192
9.3	Ballot Component Report/Memo	\$ 13,480
9.4	Ballot Language	\$ 22,950
9.5	Ordinance	\$ 5,458
9.6	Public Hearing Notice	\$ 27,675
9.7	Draft Notice/Ballot	\$ 20,348
9.8	Final Ballot Notice/Ballot	\$ 6,834
9.9	Reminder Postcard	\$ 636,976
9.10	District Oversight Report	\$ 16,332
9.11	Public Oversight Report	\$ 20,705
Subtotal		\$ 792,068
Grand Total		\$4,186,537

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____ a Notary Public, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Notary's Signature)

(Notarial Seal)

Capacity of Signatory

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless COUNTY, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees from and against any and all liability, expense (including defense costs and legal fees), lawsuits, actions, claims, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier.

The foregoing paragraph notwithstanding, Consultant further shall indemnify, defend, and hold harmless COUNTY, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this AGREEMENT on behalf of Consultant by any person.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to insure and defend the COUNTY and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

II. INSURANCE

Without limiting Consultant's indemnification of COUNTY and during the term of this AGREEMENT, Consultant shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and primary to, and not contributing with, any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage shall be delivered to the Department of Public Works, Architectural Engineering Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803, prior to commencing services under this AGREEMENT, shall specifically identify this AGREEMENT, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Consultant to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this AGREEMENT.

A. Liability:

Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.
 - b. If written on a Claims Made Form, the Consultant shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this AGREEMENT.
2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

B. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar (\$1,000,000) limit, covering all persons the Consultant is legally required to cover.

C. Professional Liability:

Insurance covering liability arising from any error, omission, or negligent act of the Consultant, its officers, or employees with a limit of liability of not less than One Million Dollars (\$1,000,000) per claim or occurrence, and Two Million Dollars (\$2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two (2) years from the date of termination or completion of this AGREEMENT.

Consultant agrees to the above Indemnification and Insurance Provisions.

Initials

ALTERNATIVE 2

INDEMNIFICATION AND INSURANCE PROVISIONS

A. **INSURANCE**: Consultant shall, at its own expense, maintain with insurance companies acceptable to the COUNTY general liability, professional liability, comprehensive automobile liability, and workers' compensation insurance as set forth below:

1. **General Liability Insurance**: The Consultant shall maintain general liability insurance written on a commercial or comprehensive general liability form(s) that include(s) coverage for premises-operations, products/completed operations, contractual liability, broad-form property damage, and personal injury liability. The general liability policy shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

2. **Professional Liability Insurance**: Consultant shall maintain professional liability insurance, including contractual liability coverage, with policy limits of at least One Million Dollars (\$1,000,000) per claim or occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

3. **Comprehensive Automobile Insurance**: The Consultant shall maintain automobile insurance for all owned, non-owned, and hired vehicles with a combined single limit of One Million Dollars (\$1,000,000) per occurrence or accident.

4. **Workers' Compensation Insurance**: The Consultant shall maintain workers' compensation insurance in an amount and form which will meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability Coverage with limits of One Million Dollars (\$1,000,000) per occurrence.

5. **General Conditions Relating to Insurance**:

a. **Additional Insureds**: The COUNTY, DISTRICT, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees ("COUNTY and its related persons and entities") shall be named as additional insureds on each policy, except workers' compensation and professional liability insurance, the Consultant is required to provide under this AGREEMENT. Such insurance shall be primary to, and not contributing with, any other insurance maintained by or for the COUNTY and its related persons and entities.

b. **Waiver of Subrogation**: Each policy obtained by the Consultant to fulfill its obligations under this provision shall contain a provision waiving the right of the insurer to subrogate against the COUNTY and its related persons and entities for any liability covered by the policy.

c. **Claims Made Policies:** If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on a claims-made basis, the policy shall be endorsed to provide an extended reporting period of not less than two years following the termination of this AGREEMENT or the Consultant's work on the project referred to in this AGREEMENT, whichever is later.

d. **Occurrence Policies:** If any of the policies obtained by the Consultant to fulfill its obligations under this provision are written on an occurrence basis, the policies and any endorsements required by this provision (including, but not limited to, the additional insured endorsements) shall be maintained in full force and effect for a period of not less than two years following the termination of this AGREEMENT or the Consultant's work on the project referred to in this AGREEMENT, whichever is later.

e. **Certificate of Insurance:** Prior to commencing work on the project referred to in this AGREEMENT, the Consultant shall provide to the COUNTY certificate(s) of insurance identifying the insurers, policies, coverages, and limits of liability for the insurance the Consultant is required to provide under this provision. Accompanying the certificate(s) shall be a copy of the required additional insured endorsement(s) to the policies obtained by the Consultant as set forth above.

f. **Notice of Cancellation or Nonrenewal:** Each policy shall require the insurer to give the COUNTY at least 30 days notice of termination of the policy by cancellation, rescission, nonrenewal, or otherwise. Notice shall also be given to COUNTY of any material change in the terms of the coverage required to be maintained by the Consultant under this provision.

g. **Delivery of Notices:** All certificates and notices required by this provision shall be in writing and shall be delivered to the Department Contract Administrator. The notices and certificates shall refer to this contract.

h. **Maintenance of Insurance:** The Consultant shall promptly pay the premiums on all insurance policies required under this provision. The Consultant further agrees that the policies shall remain in full force and effect as required by this AGREEMENT. Consultant shall immediately obtain replacement coverage for any policy which is terminated, canceled, non-renewed, or which has paid policy limits, or upon the insolvency of the insurer issuing the policy.

i. **Breach**: Failure on the part of Consultant to procure or maintain insurance as required by this provision shall constitute a material breach of this contract. In the event of such a breach, the COUNTY may, among other things, terminate this AGREEMENT, suspend work being performed on the project by or on behalf of the Consultant, or at its sole discretion, the COUNTY may obtain replacement coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the Consultant from the COUNTY.

B. **INDEMNIFICATION**: To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the COUNTY, DISTRICT, its agents, appointed and elected officers, COUNTY Special DISTRICTS, and employees ("COUNTY and its related persons and entities") from any and all claims, liabilities, expenses (including defense costs and legal fees), lawsuits, actions, proceedings, and damages of any nature whatsoever, including without limitation, brought for or on account of bodily injury, death, personal injury, or property damage (including property of Consultant), which arise out of, pertain to, or related to the negligence, recklessness or willful misconduct of the Consultant, its officers, agents, employees, representatives, contractors, subcontractors, consultants, or subconsultants of any tier. The obligation to indemnify the COUNTY is in addition to the obligation to procure insurance as set forth in this provision.

COUNTY agrees that prior to demanding a defense from the Consultant, that it or Consultant shall tender such claim to the insurers issuing the policies of insurance referred to in this provision. If the claims are not covered by any policy referred to in this provision, or the insurers fail or refuse to defend or indemnify the COUNTY or any of its related persons and entities, then the Consultant's duty to defend, indemnify and hold harmless the COUNTY under the foregoing indemnity provision shall apply in full.

Neither the Consultant, nor its agents and subconsultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to insure and defend the COUNTY and its related persons and entities arising under the policies of insurance maintained by the Consultant under this provision.

C. **SUBCONSULTANTS' INSURANCE AND INDEMNIFICATION**: Consultant shall require subcontractors, subconsultants, and independent contractors to maintain the same insurance coverage which it is required to maintain under this provision, including but not limited to, the obligation to name the COUNTY and its related persons and entities as additional insureds under each such policy.

Consultant further shall require its contractors, subcontractors, consultants, and subconsultants, to indemnify and defend the COUNTY and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of each contractor, subcontractor, consultant, subconsultant, or any tier.

Failure on the part of Consultant to require its subcontractors, subconsultants, and independent contractors to provide insurance and indemnification shall constitute a material breach of this contract. In the event of such breach, the COUNTY may, among other things, terminate this AGREEMENT, suspend work being performed on the project by or on behalf of the Consultant, or in its sole discretion, the COUNTY may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the Consultant shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the Consultant from the COUNTY.

Consultant agrees to the above Indemnification and Insurance Provisions.

Initials

REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF PUBLIC WORKS

NO. 690

March 26, 2008

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO
 ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR

ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FISCAL YEAR 2007-08
4-VOTE BUDGET ADJUSTMENT

SOURCESUSES

PW-Flood Control District Fund

B07-PW-3306

Appropriation for Contingencies-Cancelled Com. **\$460,000**

Decrease Appropriation for Contingencies

PW-Flood Control District Fund

B07-PW-6625-47000

Residual Equity Transfers Out **\$460,000**

Increase Appropriation

PW-Internal Service Fund

B04-PW-97-9927-47000

Residual Equity Transfers In **\$460,000**

Increase Revenue

PW-Internal Service Fund

B04-PW-6030-47000

Fixed Assets Equipment **\$460,000**

Increase Appropriation

TOTAL

\$920,000**\$920,000**JUSTIFICATION

This appropriation adjustment is needed to purchase a ~~Excavator~~ Excavator to comply with environmental regulations in debris basin mowing to reduce the threat of West Nile Virus in our flood control channels.

ADOPTED
 BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

33

MAY 20 2008

(Control No. 08-25)

DEAN D. EFSTATHIOU, Acting Director

CHIEF EXECUTIVE OFFICER'S REPORT

Sachi A. Hamai
SACHI A. HAMAI
 EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR---

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

4-17-08

PSA for R.F.
CHIEF EXECUTIVE OFFICERAUDITOR CONTROLLER BY *Karen Shikuma*APPROVED (AS REVISED):
BOARD OF SUPERVISORSNO. **207**

April 15, 2008

BY

DEPUTY COUNTY CLERK

33 of MAY 20 2008